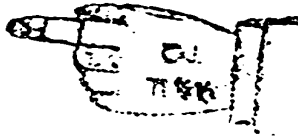


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This Instrument Prepared By:  
GEORGE D. KARCAZES, ESQ.  
Martin & Karcazes, Ltd.  
150 North Wacker Drive  
Suite 2950  
Chicago, Illinois 60606  
332-4550



86103761

## COLLATERAL ASSIGNMENT OF WRAP AROUND JUNIOR MORTGAGE

THIS AGREEMENT made and entered into this 19th day of March, 1985 by and between AVC Enterprises, Inc., an Illinois corporation, hereinafter referred to as "First Party" and North Community Bank, an Illinois Banking Corporation, having its principal office at 3639 North Broadway, Chicago, Illinois 60613, hereinafter referred to as "Second Party".

### W I T N E S S E T H:

WHEREAS, on even date herewith, First Party executed a Promissory Note to Second Party in the sum of \$250,000, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, First Party is the mortgagee under a certain Wrap Around Junior Mortgage dated June 1, 1984 executed by Albany Bank and Trust Company N.A., not individually but as Trustee under Trust Agreement dated July 15, 1982 and known as Trust No. 11-4073, as mortgagor, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 31, 1984 as Document Number 27193811, securing payments of a certain Promissory Note in the original principal sum of \$5,500,000 and encumbering certain real property described on Exhibit "B" attached hereto; and

WHEREAS, First Party wishes to further secure payment of the aforementioned Note held by Second Party.

NOW, THEREFORE, in consideration of the execution of the above described mutual covenants and conditions herein, the parties agree as follows:

1. That First Party hereby collaterally assigns the above described Wrap Around Junior Mortgage to Second Party for the purpose of providing additional security for the payment and

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performance of the above described Promissory Note held by Second Party, in the original principal sum of \$250,000 and the above described Promissory Note held by First Party, in the original sum \$5,500,000 dated June 4, 1984 and executed by Albany Bank and Trust Company N.A., not individually but as Trustee under Trust Agreement dated July 15, 1982 and known as Trust No. 11-4073.

2. Should any of the covenants and provisions in the above described Promissory Note to the Second Party be broken or lapse into default due to the failure of First Party to perform any of said provisions of the above described Promissory Note held by Second Party, then Second Party shall have immediate possession, delivery and assignment of the above described Wrap Around Junior Mortgage, without notice, and without legal process, and shall thereafter be recognized as the mortgagee under said mortgage until such time as the aforementioned Note held by Second Party is paid in full, and during any such time as the said default shall remain in existence.

PROVIDED ALWAYS that if the First Party shall pay to the Second Party, or its assigns, the amounts called for in the above described Promissory Note, and shall perform and comply with each and every provision of said Promissory Note and all collateral documents thereunder, this Collateral Assignment of Mortgage shall be null and void, otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

AVC ENTERPRISES, INC.  
an Illinois corporation  
(First Party)

NORTH COMMUNITY BANK  
an Illinois Banking Corporation  
(Second Party)

BY: *Anthony V. Allouan*  
President

BY: *James L. ...*  
Duly Authorized Agent

ATTEST:  
*Michelle ...*  
Secretary

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## EXHIBIT "A"

### PROMISSORY NOTE

\$250,000.00

March 19, 1985  
Chicago, Illinois

FOR VALUE RECEIVED, the undersigned, FULLERTON-SHEFFIELD PROFESSIONAL BUILDING LIMITED PARTNERSHIP, an Illinois Limited Partnership, AVC ENTERPRISES, INC., an Illinois corporation, and ANTHONY V. CACCOMO (hereinafter collectively referred to as "Maker"), jointly and severally, promise to pay to the order of Bearer ("Lender"), the principal sum of \$250,000.00 (the "Loan"), together with interest thereon as set forth hereinafter, payable in full, including all accrued interest, on demand, all payments to be paid in currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America, as follows:

1. Accrued Interest. Interest on all advances of principal shall be paid by Maker to Lender monthly at an annual rate of interest equal to three (3%) per cent above the prime rate on the unpaid principal balance, calculated on a three hundred sixty (360) day year basis (actual days). The "prime rate" is defined as the rate of interest per annum quoted by the Harris Trust and Savings Bank of Chicago, Illinois from day to day to its customers enjoying the highest credit standing. Any increase or decrease in said rate of interest shall become effective as of the effective date of the change in such prime rate. No payment of principal shall be due until maturity of this Note. The payments of both principal and interest are to be made at such banking house, trust company or office, in Chicago, Illinois, as the Legal Holder of this Note may from time to time in writing appoint, and in the absence of such appointment, then at the Office of North Community Bank, 3639 North Broadway, Chicago, Illinois 60613.

2. Application of Payments. Except as expressly provided herein, all payments on account of the indebtedness evidenced by this Note shall be applied in the following order: (a) first, to any sums which Lender shall have expended and which are secured by the Collateral hereinafter described; (b) second, to the current interest accrued to the date of such payment on the unpaid principal balance; and (c) third, to principal.

3. Prepayment. This Note may be prepaid in part or in full at any time without penalty.

4. Security. This Note is secured by a Security Agreement and Assignment of the entire Beneficial Interest in and to the Albany Bank and Trust Company N.A. Trust dated July 15, 1982 and known as Trust Number 11-4073, which holds title to the real estate commonly known as 990 West Fullerton, Chicago, Illinois; a Collateral Assignment of the Interest of AVC Enterprises, Inc. under a certain Wrap-Around Junior Mortgage dated June 4, 1984 made by Albany Bank and Trust Company N.A., as Trustee under Trust Agreement dated July 15, 1982, and known as Trust Number 11-4073 (Mortgagor) and AVC Enterprises, Inc. (Lender), recorded July 31, 1984 as Document Number 27193811, from Maker and by other security. Reference is hereby made to the Trust Agreement, Wrap-Around Junior Mortgage, and Security Agreement and Assignment for a description of the property, the nature and extent of the security, and the rights with respect to such security.

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5. Defaults. If default be made by Maker (1) in the payment of any interest herein provided for, or in the payment of the principal sum evidenced hereby, or any part thereof, or any other sums payable pursuant to the terms of this Note or Security Agreement-Assignment of Beneficial Interest, and such default continues uncured for ten (10) days, or (ii) in the performance of any other covenants or agreements contained in the Security Agreement-Assignment of Beneficial Interest or any other documents securing this Note, and such non-monetary default is not cured within any applicable grace periods therein provided, then at the election of Lender and immediately upon notice, the unpaid principal balance, together with all accrued and unpaid interest, shall at once become due and payable and the lien given to secure the payment of this Note may be foreclosed. From and after the maturity of this Note, either according to its terms or as a result of a declaration of maturity by Lender, the entire principal balance remaining unpaid hereunder shall bear interest at the rate of two (2%) per cent over the interest otherwise charged hereunder.

6. Due On Sale. It shall be an immediate event of default hereunder if Maker sells, conveys, assigns, or otherwise transfers any interest they or any of them may have in the property described in the Trust Agreement and other documents securing this loan, whether voluntarily, involuntarily, or by operation of law, or if any of the Makers sell, convey, assign, create a security interest in or otherwise transfer, whether voluntarily or involuntarily or by operation of law, any part of any collateral pledged hereunder, without the prior written consent of Lender.

7. Attorney's Fees and Costs. If this Note shall be collected by legal proceedings of any nature or shall be placed in the hands of an attorney for collection after maturity, Maker promises to pay all reasonable costs of collection, including but not limited to attorney's fees and all expenses incurred in connection with the sale of the Beneficial Interest in the Trust and/or the Foreclosure of the Wrap-Around Junior Mortgage. All such reasonable costs shall be added to the unpaid principal balance of this Note.

8. Compliance With Law. Maker covenants and agrees that the indebtedness evidenced hereby does qualify as a "business loan" under the terms of Chapter 17, Section 6404, Paragraph 4(c), of the Illinois Revised Statutes (1981).

9. Notices. All notices required or desired to be given hereunder shall be in writing and personally delivered, or mailed by certified or registered mail, return receipt requested, and shall be addressed as follows:

(a) If to Maker: c/o FULLERTON-SHEFFIELD PROFESSIONAL BUILDING LIMITED PARTNERSHIP  
Anthony V. Caccamo, General Partner  
176 West Adams Street  
Chicago, Illinois 60603

(b) If to Lender: NORTH COMMUNITY BANK  
3639 North Broadway  
Chicago, Illinois 60613

with a copy to: GEORGE D. KARCAZES, Esq.  
Martin & Karcazes, Ltd.  
150 North Wacker Drive  
Suite 2950  
Chicago, Illinois 60606

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or to such other address as either party may from time to time designate by written notice to the other. All notices shall be deemed delivered when personally delivered or deposited in the United States Mail.

10. Waiver. Maker waives presentment for payment, demand, notice of non-payment, notice of dishonor, protest of any dishonor, notice of protest and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that their liability shall not in any manner be affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the Holder hereof; and Maker (and each guarantor and endorser hereof, if any) consent to every extension of time, renewal, waiver or modification that may be granted by any Holder hereof with respect to the payment or other provisions of this Note, and to the release of any collateral given to secure the payment hereof, or any part thereof, with or without substitution, and agree that additional makers or guarantors or endorsers may become parties hereto without notice to Maker or such guarantors or endorsers and without affecting the liability of any of them hereunder.

No Holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the Holder hereof, and then only to the extent specifically set forth therein. A waiver of one event of default shall not be construed as continuing or as a bar to, or waiver of, such right, remedy or power on a subsequent event of default.

11. Applicable Law. The validity and interpretation of this Note, Security Agreement-Assignment of Beneficial Interest, and Collateral Assignment of Wrap-Around Junior Mortgage shall be construed in accordance with and governed by the Laws of the State of Illinois.

FULLETON-SHEFFIELD PROFESSIONAL  
BUILDING LIMITED PARTNERSHIP

BY: \_\_\_\_\_  
General Partner

AVC ENTERPRISES, INC.,  
an Illinois corporation

BY: \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
ANTHONY V. CACCOMO, Individually

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## EXHIBIT "B"

Lots 7, 8, 9, 10, 11 and the West 8 feet of Lot 6 all  
in Seminary Addition to Chicago in Block 19 in Canal  
Trustee's Subdivision of the East 1/2 of Section 29,  
Township 40 North, Range 14, East of the Third  
Principal Meridian, in Cook County, Illinois.

and known as 990 West Fullerton, Chicago, Illinois.

RECORDED  
INDEXED  
MAR 10 1961  
CLERK OF COOK COUNTY

990 WEST FULLERTON  
CHICAGO, ILL. 60612

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MAIL TO :

GEORGE D. KARCAZES  
150 N. WACKER DR.  
SUITE 2950  
CHICAGO, IL 60606

11/15/2011

11/15/2011